

**ENVIRONMENTAL SERVICES
SPB05-894P-X**

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **Olympus Technical Services, Inc.**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 81-0522375, 765 Colleen St., Helena MT 59601, and (406) 443-3087.

THE PARTIES AGREE AS FOLLOWS:

2. PURPOSE

The purpose of this term contract is to establish a list of Environmental Service Providers in several service areas. All qualified offerors will be assembled into a multiple contractor term contract for use by state agencies and other public procurement units. The State makes no guarantee of use by any agency-authorized access to this term contract. However, through data conveyed by the Montana Department of Environmental Quality, Montana Department of Natural Resources and Conservation, and Montana Fish, Wildlife and Parks, it is anticipated that this term contract should access approximately 2.5 million dollars or more annually.

3. EFFECTIVE DATE, DURATION, AND RENEWAL

3.1 Contract Term. This contract shall take effect upon execution of all signatures, and terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

3.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of four additional years. This renewal is dependent upon legislative appropriations.

3.3 Addition of Analytical Laboratory Contractor. Proposals will be accepted between April 1 and May 1 of each calendar year from current firms requesting review of their qualifications to perform Analytical Laboratory Services as originally requested under RFP SPB05-894P. The state will evaluate each proposal received in the exact manner in which the original proposals for other categories were evaluated. If proposal passes the requirements as evaluated to perform Analytical Lab Services, the state will update that firms term contract to include the Analytical Lab Services category contingent on said firm being in good standing otherwise.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

6. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of your company personnel involved in the project; and project status as of usage report date. The report for this term contract will be due on July 20th of each year.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

7. COST/PRICE ADJUSTMENTS

7.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. Contractor must provide written, verifiable justification for any cost adjustments they request during each renewal period. Contractor shall provide its cost adjustments in both written and electronic format.

7.2 Differing Site Conditions. If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

7.3 Cost/Price Adjustment. All requests for cost/price adjustment must be submitted between April 1st and April 30th along with written justification. Requests received after April 30th will not be considered unless written approval from the SPB Contracts Officer is given to submit at a later date. In no event will cost/price adjustments be allowed beyond May 15th. All requests that are approved will be incorporated by contract amendment and made effective July 1st of the next approved renewal period.

8. SERVICES AND/OR SUPPLIES

8.1 Service Categories. Contractor agrees to provide to the State the following services:

Remote Sensing. The State may consider the use of remote sensing for characterizing a watershed and identifying probable sources of pollutants. For example, indicator metrics may be calculated from an air photo. Metrics may include active channel width, Rosgen level 1 Channel types, % shade, % land use, % land cover, average flood plain width, riparian corridor fragmentation, road density, road crossings, length of irrigation ditch/area, etc. DEQ may request contractors to assist them in developing remote sensing assessment techniques or to employ developed techniques in conducting detailed assessments. All data must be entered into an approved database structure, format, or program and linkage to the National Hydrography Dataset (NHD) streams layer may be requested. If necessary, the Contractor can subcontract in order to acquire the aerial photography products. All subcontractors for this task must be approved by the State prior to initiating a contract.

Heavy Equipment Operators. The State and other governmental entities utilize the services of Heavy Equipment Operators to implement environmental projects throughout Montana. Heavy Equipment Operators are encouraged to submit a proposal to allow for easy access for implementation of projects by various governmental entities. Contractors do not have to possess the equipment, but when submitting a proposal, they must incorporate the cost of equipment rental, mobilization and demobilization. The State does anticipate several firms to respond to this service area and we are therefore allowing offerors to designate the parts of the state in which they will be available for work. The attached forms for Heavy Equipment Costs and Location must be completed and incorporated into the proposal.

8.2 Reuse of Documents. When the projects dictate a design or engineered approach, the State agrees that it will not apply the Contractor's designs to any other projects.

9. ENGINEERING ACCESS

All of the firms selected may need to have access to engineering services depending on the nature of the project. The contractor(s) will be expected to use their own best judgment as to whether engineering services are needed for a given project. However, traditional engineering methodologies are not the emphasis of this RFP. It is a violation of State Statute to practice engineering or land surveying without a license.

10. PROJECT SELECTION

10.1 Project Identification. The State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a contractor, writing grant applications and approving project payments.

10.2 Hazardous Materials. The State will not initiate projects where it is known that hazardous materials are present. If there is an indication of a potential of hazardous materials, then the State will do testing prior to contacting the contractor. However, there is always the possibility of unforeseen problems resulting in the stoppage of a project.

10.3 Meetings. The selected contractor may be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process on project feasibility, conceptual design and costs for each project.

10.4 Approach Expectations. In the case of restoration activities, the agency will identify the preferred techniques. The determination made by the State may define which contractor(s) are contacted for project initiation. The State is always open to new and innovative approaches that accomplish project goals.

11. SELECTING A CONTRACTOR

The State may select a term contract holder from the Environmental Services contract home page as provided under the state's website address

<http://www.discoveringmontana.com/doa/gsd/procurement/TermContracts/environservices/Default.asp>, taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State and public projects, identified subcontractors and total project cost.

General. Ordering agencies shall use the procedures in this section when ordering services priced at hourly rates as established by each Term Contract (TC). The applicable service categories are identified in each TC along with the contractor's price lists.

Request for Quotation (RFQ) procedures. The ordering agency must provide an RFQ, which includes the statement of work and limited, but specific evaluation criteria (e.g., experience and past performance), to TC contractors that offer services that will meet the agency's needs. The RFQ may be posted to the agency's state website to expedite responses.

Statement of Work (SOWs). All SOW's shall include at a minimum a detailed description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards and any special requirements (e.g., security clearances, travel, special knowledge).

- (1) Ordering agency may select a contractor from the appropriate service category and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action. (Exigency).

- (2) Ordering agency may place orders at or below the \$5,000 threshold with any TC contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all service category contractors.
- (3) For orders estimated to exceed \$5,000 but less than \$25,000.
 - (i) The ordering agency shall develop a statement of work.
 - (ii) The ordering agency shall provide the RFQ (including the statement of work and evaluation criteria) to at least three TC contractors that offer services that will meet the agency's needs.
 - (iii) The ordering agency shall request that contractors submit firm-fixed prices to perform the services identified in the statement of work.
- (4) For orders estimated to exceed \$25,000. In addition to meeting the requirements of (3) above, the ordering agency shall:
 - (i) Provide the RFQ (including the statement of work and the evaluation criteria) to a minimum of six service category TC contractors (if category has less than 6, all contractors will be offered an RFQ) with a 50% replacement factor for each subsequent request for quote in the same service category.

Evaluation. The ordering agency shall evaluate all responses received using the evaluation criteria provided in the RFQ to each TC contractor. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

Minimum documentation. The ordering agency shall document:

- (1) The TC contractors considered, noting the contractor from which the service was purchased.
- (2) A description of the service purchased.
- (3) The amount paid.
- (4) The evaluation methodology used in selecting the contractor to receive the order.
- (5) The rationale for making the selection.
- (6) Determination of price fair and reasonableness.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual TC usage reports.

Contractor's who fail to respond to three RFQ opportunities within a one-year period between July 1st and June 30th may be removed from the qualified list of contractors.

12. CONTRACTOR RESPONSIBILITIES

12.1 Supervision and Implementation. The selected contractor for an individual project will be responsible for the supervision and implementation of the approach and will be responsible for oversight of work performed by all subcontractors. In most cases the contractor will provide and be responsible for all the necessary equipment, materials, supplies and personnel necessary for proper execution of the work. However, the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State. The selected contractor will also be responsible for clean up of the sites if necessary and must have the sites inspected by the State immediately prior to completion.

12.2 On-Site Requirements. When a contractor is contacted by the State to discuss a project, the State and the contractor may visit the job site if deemed necessary by the Project Manager, to become familiar with conditions relating to the project and the labor requirements. The State will provide a detailed scope of

work for the project and request the contractor supply the State with a response to project approach, cost, timeframe and any other information deemed necessary by the State to make a selection or complete a contract negotiation.

In the cases of Restoration or On-The-Ground Activities, the contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the contract pending inspection by the State, the landowner, or their representative. All interim or final products funded by the contract will become the property of the State or Cooperative Purchaser upon payment for said products.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. The contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the contractor.

12.3 Clean Up (when project tasks require). The contractor shall:

- Keep the premises free from debris and accumulation of waste;
- Clean up any oil or fuel spills;
- Keep machinery clean and free of weeds;
- Remove all construction equipment, tools and excess materials; and
- Perform finishing site preparation to limit the spread of noxious weeds before final payment by the State.

12.4 Applicable Laws. The contractor shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

12.5 Cooperation. The contractor shall work closely with the States analytical consultants, (i.e. environmental laboratories and taxonomists) to develop the desired products.

12.6 Work Acceptance. The contractor is responsible for project oversight as needed. The State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. All work will be inspected by the State or designated liaison prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

12.7 Records. The contractor will supply the State with documentation, when requested, of methods used throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

12.8 Communication. Remoteness of project sites may necessitate that the contractor have some form of field communication such as a cellular phone. This communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. In addition, the State or Cooperative Purchaser may require scheduled communication at agreed upon intervals. The communication schedule will be dependent upon the project circumstances and requirements of the contracting agency. In the case when a communication schedule is included in the Scope of Work, the schedule will commence when the contractor initiates the project.

12.9 Change of Staffing. Since qualifications of personnel were key in determining which offerors were selected to be on this TC, a written notification of any changes in key personnel must be made to the state agency, prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications

without additional cost to the agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this TC. Failure to notify the state agency of staffing changes could result in the contractor being removed from the TC listing and possible suspension from bidding on other state projects.

12.10 Collaboration. The State encourages collaboration between contractors to increase the scope of services offered. In cases where the chosen contractor is not able to provide all services needed for the project, the State will expect the chosen contractor to contact other contractors on this list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

12.11 Subcontractors, Project Budget and Invoicing. All subcontractors to be used in any project must be approved by the authorized entity initiating the project. Project budgets will be negotiated for each individual project contract. However, all rates, terms and conditions set forth in this term contract will be applied to individual contracts. Subcontractor is defined as anyone other than the prime contractor having substantial direct involvement in a specific project.

The State reserves the right to choose the invoicing method from the following:

- Prime contractor's billing will include the subcontractors charges and payment will be made to the prime, or
- Prime and subcontractors will bill the State separately and the State will pay each directly.

13. CONSIDERATION/PAYMENT

13.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in Attachment B shall apply.

13.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

14. CONTRACTOR REGISTRATION

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The State cannot execute a contract for construction to a Contractor who is not registered. (Mont. Code Ann. § 39-9-401.)

Contractor Registration Number: 38846

15. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

16. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, at least 50% of the workers of each contractor engaged in construction services must be performed by bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of Heavy Construction and Nonconstruction services. The booklets containing Montana's 2003 Rates for Heavy Construction and Nonconstruction Services are attached.

The most current Montana Prevailing Wage Booklet will automatically be incorporated at time of renewal. It is the contractor's responsibility to ensure they are using the most current prevailing wages during performance of its covered work.

17. ACCESS AND RETENTION OF RECORDS

17.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

17.2 Retention Period. The Contractor agrees to create and retain records supporting the environmental services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

18. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

19. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

20. REQUIRED INSURANCE

20.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

20.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

20.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

20.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

20.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

20.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

20.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

20.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

20.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

21. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135, upon expiration.

22. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

23. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

24. PATENT AND COPYRIGHT PROTECTION

24.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

24.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

25. CONTRACT TERMINATION

25.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

25.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

26. STATE PERSONNEL

26.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529
E-mail: roliver@mt.gov

26.2 State Project Manager. Each using State agency or Cooperative Purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

27. CONTRACTOR PERSONNEL

27.1 Change Of Staffing. Since qualifications of personnel was key in determining which offerors were selected to be on this term contract list, a written notification to the State Procurement Bureau of any changes of key personnel must be made within two weeks of the change. These change notifications will be completed upon the departure or hiring of key personnel who are professional employees critical to awarded service areas. If these staffing changes cause the firm to no longer meet the qualifications stated herein, that firm will be removed from the service area of this term contract. Failure to notify the State Procurement Bureau of staffing changes could result in the contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

27.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Curtis Serviss, Jr.
765 Colleen St.
Helena MT 59501
Telephone #: (406) 443-3087
Fax #: (406) 443-0232
E-mail: cserviss@olytech.com

27.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Curtis Serviss, Jr.
765 Colleen St.
Helena MT 59501
Telephone #: (406) 443-3087
Fax #: (406) 443-0232
E-mail: cserviss@olytech.com

28. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress

made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

29. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

30. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

31. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

32. SCOPE, AMENDMENT AND INTERPRETATION

32.1 Contract. This contract consists of 11 numbered pages, any Attachments as required, RFP # SPB05-894P, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

32.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

33. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

**OLYMPUS TECHNICAL SERVICES, INC.
765 COLLEEN ST.
HELENA MT 59601
FEDERAL ID # 81-0522375**

BY: _____
Penny Moon, Contracts Officer

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

ATTACHMENT A CONTRACTOR'S RESPONSE

1.0 Company Profile and Experience

Olympus Technical Services, Inc. (Olympus) is a state of Montana Corporation established in 1999 after an employee buyout of the assets of the Helena and Billings, Montana and Boise, Idaho offices of a Washington corporation founded in 1986. The Helena and Billings offices have been operating since 1986 and 1990, respectively, and the Boise office since 1994.

Olympus Technical Services, Inc. is an integrated team of professionals and field services staff that provide services in the areas of:

- Site Investigation, Engineering and Remedial Design
- Environmental Compliance and Permitting
- Mine Environmental Services
- Remedial and Industrial Services
- Emergency Response to Hazardous Materials Incidents

Olympus recognizes the need to complete projects in a safe, timely and efficient manner. All of our professionals and field services staff have completed Hazardous Waste Operations (HazWoper) 40-hour training with annual 8-hour updates. We operate under a corporate health and safety plan that includes annual medical monitoring and first aid/CPR training.

Olympus employs an effective mix of personnel with management, professional and technical skills. The experience level is broad-based and field-oriented. Olympus is staffed by environmental professionals who work in teams with construction managers and field services staff to effectively manage projects from start to finish. This continuity brings significant cost and time savings to our clients.

Our offices are strategically located throughout the Rocky Mountain Region. We have offices in the following cities along with field staff based out of Havre, Montana.

Billings, Montana 454 Moore Lane, #2 Billings, MT 59601 (406) 254-3554 FAX: (406) 245-3555 E-mail: Billings@olytech.com	Boise, Idaho, Montana, 5956 W. Victory Rd. Boise, ID 83709 (208) 562-5500 FAX: (208) 562-5503 E-mail: Boise@olytech.com	Corporate Headquarters Helena, Montana 765 Colleen Helena, MT 59601 (406) 443-3087 FAX: (406) 443-0232 E-mail: Helena@olytech.com
---	---	---

2.0 Service Categories

Olympus Technical Services, Inc. is proposing to supply services in the following categories:

2.1 WATER QUALITY MONITORING – LAKES AND STREAMS

Olympus has extensive experience in survey designs and sampling streams, ponds and springs for surface water quality and stream sediments to assess base load impacts from source areas. Our experience is limited in the routine sampling of lakes. In cases where we have conducted lake sampling, it has been in cases of emergency response to hazardous materials releases.

2.2 GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES

Olympus is experienced in geographic information services and has provided clients with such services in support of site characterization work, plan development and operating permits. We use ArcView GIS software especially for site characterization database compilation and the preparation of maps.

2.3 REMOTE SENSING

Olympus commonly uses remote sensing in the form of aerial photography to support our site characterization projects. Much of our air photo interpretation work is directed at site characterization activities related to drainages and surrounding areas. Many of these sites are impacted by historical mining operations. Orthophotographs are commonly used as base maps for interpreting waste source areas, vegetation patterns, and drainage characteristics. The air photos and planning and evaluating

2.4 HEAVY EQUIPMENT OPERATORS

Olympus' field services program utilizes heavy equipment to support site characterization work (i.e., test pits) and environmental remediation construction work. Our heavy equipment operators are experienced operators of excavators, articulated loaders, 10-CY dump trucks, backhoes and bobcats. They do not have very much experience operating larger dozers, i.e. D7 or D8, and thus no prices are provided for this equipment. The company owns backhoes, a 10-CY dump truck and a bobcat loader. As needed, the larger heavy equipment is rented from commercial suppliers.

3.0 References and Representative Project Summaries

Service Categories: Water Quality Monitoring, Geographic Information Systems (GIS) Services and Remote Sensing
Client Contact: Mr. Vic Anderson
Bureau Chief – Mine Waste Cleanup
Montana Dept. of Environmental Quality – Remediation Division
1100 N. Last Chance Gulch
Helena, MT 59601
Phone Number (406) 841-5025

Project Description

Olympus has been under contract since 1994 with the Mine Waste Cleanup Bureau and during this time has provided a variety of services including reclamation work plan development, site characterization, engineering evaluation/cost analysis, final design/bid specifications, and construction management. Detailed topographic surveys were planned by Olympus and implemented by a subcontracted Professional Licensed Surveyor to support environmental site characterization and reclamation engineering. Many of the projects that Olympus has worked on involved mine/mill waste impacts to drainages including perennial streams. The site characterization work involved the preparation and implementation of field sampling, laboratory analytical, and quality assurance plans for multiple media including surface water, stream sediment, ground water and soils (including native soils and mine/mill wastes). Much of the work in the past five years has utilized aerial photography interpretation of the stream drainages and the assessment of stream geomorphology, vegetation patterns, and impacts. Olympus has utilized readily available aerial orthophotography and GIS software to assist in site characterization planning and data evaluation. During recent years, Olympus has used ArcView GIS to compile field data and available existing databases for project evaluations and report map preparation.

Service Categories: Water Quality Monitoring and Geographic Information Systems (GIS) Services and Remote Sensing
Client Contact: Ben Quinoñes
Project Officer – Mine Waste Cleanup
Montana Dept. of Environmental Quality – Remediation Division
1100 N. Last Chance Gulch
Helena, MT 59601
Phone Number: (406) 841-5030

Project Descriptions

Olympus has recently provided site characterization services for the Silver Creek Drainage Project (evaluation of approximately 10 miles of the Silver Creek drainage corridor) and the Bald Butte Millsite project (approximately 2.5 miles of the upper Dog Creek drainage). The site characterization work required the sampling plan design and implementation for various media including surface water, groundwater, stream sediment, and soil. Detailed topographic surveys were planned by Olympus and implemented by a subcontracted Professional Licensed Surveyor to support environmental site characterization and reclamation engineering. Aerial orthophotographs were used to assess the stream corridor, floodplain and surrounding areas. This work evaluated stream geomorphology, vegetation patterns, land use, placer mine areas, and locations of mine/mill waste source areas. To assist in stream reclamation design, surveys were conducted on representative upstream and downstream non-impacted stream sections to evaluate the stream planform, profile, and cross sections; determination of bankfull discharge; and an assessment of the channel materials.

ArcView GIS v.8.3 was used to compile various themes for maps including topographic base maps, aerial photography, lode mine/mill waste areas and infrastructure, placer mine areas, environmental sampling sites, analytical results, and land ownership. Supporting plan documents that were completed prior to the site characterization work included: Field Sampling Plans, Laboratory Analytical Plans, Quality Assurance Project Plans and Health and Safety Plans. Site characterization work was initiated in 2003 and completed 2004. Both projects are currently active with reclamation engineering evaluation/cost analysis for the Bald Butte Millsite project and the final reclamation design for the Silver Creek Drainage project.

Service Categories: Water Quality Monitoring and Remote Sensing

Client Contact: John Schaefer
Environmental Manager
Apollo Gold, Inc.
P.O. Box 176
Jefferson City, MT 59638
Phone Number: (406) 933-8314

Project Description

Olympus provided site characterization services in support of the Voluntary Cleanup Action Plans for the Corbin Flats Tailings and Upper Corbin Flats Tailings projects located in the Spring Creek drainage near Corbin, Montana. The site characterization work involved the sampling plan design and implementation for various media including surface water, groundwater, stream sediment, and soil. The site areas were flown with detailed aerial photography for preparation of topographic base maps. Aerial photography was used to prepare detailed topographic base maps and to assess the stream corridor, floodplain and surrounding areas. This work evaluated stream geomorphology, vegetation patterns, mine/mill waste sources, historical mill structures, land use and supported residential planning for soil removal and cleanup confirmation sampling. To assist in stream reclamation design, surveys were conducted on representative upstream and downstream non-impacted stream sections to evaluate the stream planform, profile, and cross sections; determination of bankfull discharge; and an assessment of the channel materials. The Voluntary Cleanup Action Plans for these sites were initiated in 1997 and completed in 2001.

Service Categories: Water Quality Monitoring

Client Contact: Mitchell Leu
Environmental Manager
Plum Creek Manufacturing
P.O. Box 1990
Columbia Falls, MT 59912-1990
Phone Number: (406) 892-6217

Project Description

Olympus provides surface water (ponds) and groundwater sampling services in support of Plum Creek Timber's Montana Groundwater Pollution Control System Permit. Olympus developed the field sampling plan which included laboratory protocols and quality assurance. Olympus has been providing quarterly water quality sampling services since the mid-1990's. In addition, Olympus has provided water quality sampling services in the area of the site for special projects.

Service Categories: Geographic Information Systems (GIS) Services, Remote Sensing and Heavy Equipment Operators

Client Contact: Michael J. Perrodin
Manager of Environmental Operations
Burlington Northern Santa Fe Railway
235 Main Street
Havre, MT 59601

Phone Number: (406) 265-0483

Project Description

Olympus is providing GIS and remote sensing services for a Habitat Conservation Plan covering 75 miles of railroad track corridor in a sensitive area. We are using ArcView GIS v8.3 to prepare a GIS database including the following themes: aerial photography, topographic maps, railroads, highways, drainage basins, streams, lakes, public land ownership, wilderness areas, endangered species linkage zones, etc. The project was started in 2003 and is currently active.

Olympus has completed a number of field service projects in the past five years related to environmental remediation using heavy equipment operators. This work involved excavation and loading of impacted soils using excavators, articulated loaders, backhoes and bobcat loaders.

Service Categories: Geographic Information Systems (GIS) Services and Remote Sensing

Client Contact: Mr. John Allen
Chief Executive Officer
Energy West, Inc.
P.O. Box 2229
Great Falls, MT 59403-2229

Phone Number: (406) 791-7510

Project Description

Olympus provided GIS and remote sensing services for the environmental report portion of a 45 mile natural gas pipeline permit application for the Federal Energy Regulatory Commission. ArcView GIS v.3.3 was used to prepare a GIS database including the following themes: aerial photography, topographic maps, highways, land ownership, land use, water bodies including streams, lakes, wetlands (acreage assessments), irrigation ditches, Federal and state sensitive areas, pipeline infrastructure, geology, soils, designated aquifer areas, and other themes including potential endangered species areas, fisheries, and cultural resources. Project period 2001 to 2002.

Service Categories: Heavy Equipment Operators

Client Contact: Joel Chavez
Streamside Tailings Project Officer – Mine Waste Cleanup Bureau
Montana Dept. of Environmental Quality – Remediation Division
1100 N. Last Chance Gulch
Helena, MT 59601

Phone Number: (406) 841-5030

Project Descriptions

Olympus completed pilot test construction activities in support of the final remedial design for the reclamation of the upper reaches of Silver Bow Creek which is contained in the Streamside Tailings Operable Unit (SST OU). The SST OU is located within the Silver Bow Creek/Butte Area National Priorities List (NPL) Site. The pilot test was conducted to evaluate near-stream excavation, dewatering, stream bank reconstruction, and dredging methods. Olympus was responsible for providing all labor, equipment, and materials for construction of the sediment pond, dewatering trenches, channel diversion, and building of five stream bank stabilization methods over 450 feet of relocated stream channel. Olympus demonstrated its ability to achieve project objectives in a timely manner and within budget while working closely with multiple construction oversight authorities. Olympus also provided feedback to project designers to modify parts of the design to improve constructability and construction efficiency. Olympus compiled detailed cost data from the pilot test construction to develop cost estimates for each bank treatment alternative. These costs have been used by project designers to estimate construction costs for different design alternatives. Project completed 1998.

Service Categories: Heavy Equipment Operators

Client Contact: Stan Sternberg
Environmental Program Supervisor
Montana Dept. of Transportation
P.O. Box 201001
Helena, MT 59620-1001

Phone Number: (406) 447-7647

Project Descriptions

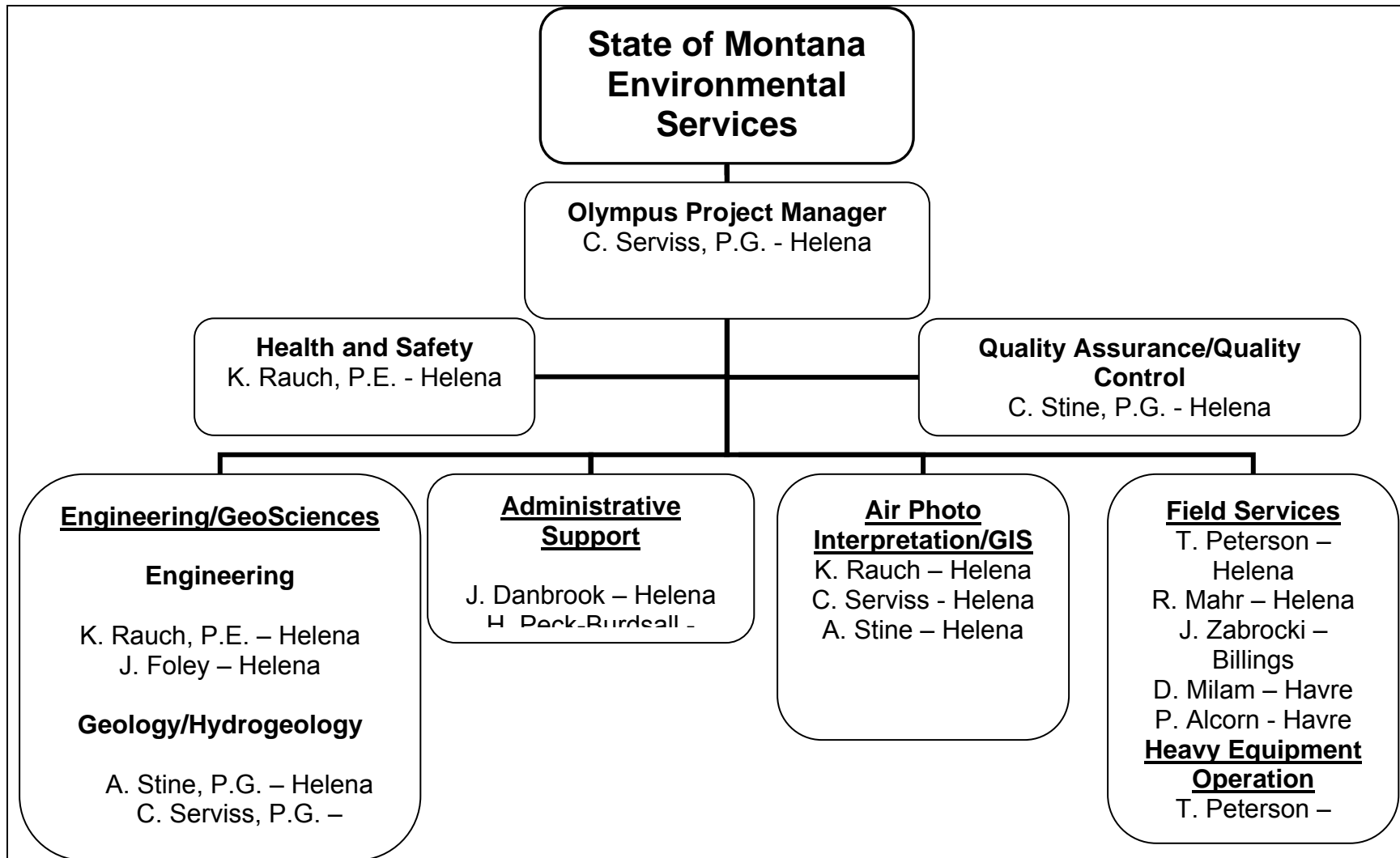
Olympus has completed a number of field service projects in the past five years requiring the use of heavy equipment operators, principally excavators, articulated loaders, backhoes, and bobcat loaders. These projects are related to environmental remediation involving impacted soils excavation and storage tank decommissions.

4.0 Method of Providing Services and Quality Assurance

Olympus Technical Services, Inc. (Olympus) is a full-service environmental firm that employs a project management team approach to environmental projects that includes professional geoscientists, civil and geological engineers, chemists, field construction supervisors, and environmental technicians. Project managers oversee the integrated project teams and allocate required equipment and personnel resources to meet the needs of each individual project.

Olympus integrates environmental consulting and field remediation services from site investigation and design stages to final project completion. Our success stems from understanding the project goals, correctly defining the required scope of work, and achieving the appropriate balance between environmental consulting and field services. Project coordination of human resources, equipment, and support services is a function of the project management team structure. Olympus practices a team-oriented approach to project management and is organized according to the structure shown in [Figure 1](#) for this project.

Figure 1. Proposed Project Team Organizational Chart



The project will be managed out of our Helena office by Curt Serviss, P.G. Mr. Serviss has served as Project Manager for Olympus on a wide variety of environmental projects throughout Montana. The core group of task managers, administrative staff, and field support services for Montana operations are also located in Helena. The value of using The Helena office for project coordination is that it provides ready access of Mr. Serviss and our core staff to the Montana DEQ. Mr. Serviss is a principal in the Helena office so he remains current on staff work loads and can efficiently allocate the appropriate resources to specific projects.

Because of geography, we will rely almost solely on our staff in Helena, Havre, and Billings to complete projects under the contract. In most situations, the exception to this would be internal technical report review and regulatory support, which will have no associated travel costs.

As Project Manager, Mr. Serviss will ensure that all services provided by Olympus to Montana DEQ are correctly defined in terms of the project goals and the scope of work. Mr. Serviss will also be responsible for establishing the appropriate level of quality assurance/quality control for the project. Once the project goals, scope of work, and estimated budget are established for the project, a work order number will be assigned that will be used to track project budgets and deliverables. Mr. Serviss will then select a Task Manager and project team with skills to match the needs of the project.

This team-oriented approach of Project Manager, Task Manager, and project team allows Olympus to efficiently track project budgets, project schedules, and the quality of deliverables. The Task Manager and project team are responsible for developing a work plan that defines each specific task, the schedule for completion, the dates for project deliverables, and a project-specific health and safety plan. The completed work plan is reviewed by the Project Manager, the corporate Health and Safety officer, and a quality assurance/quality control expert. Once the work plan is approved, the Task Manager will serve as the prime point of contact for the Project Manager.

The Task Manager will generally stay with an assigned project from initiation to completion. This "cradle to grave" relationship between the project team and the project ensures a high-degree of continuity and quality of work. Team briefings and computer tracking of budgets and project deliverables are the primary tools used to communicate progress to the Project Manager. The Project Manager provides updates to Montana DEQ, as needed, based on information from these sources.

With staff based in Helena, Havre, and Billings, Olympus is strategically located to provide services throughout Montana without significant travel costs. The combined manpower and resources of our Helena, Havre and Billings staff are sufficient to undertake this type of project. We have a sufficient number of experienced professionals who can manage tasks under this contract, and a substantial amount of field equipment that will be useful on the projects. These resources are described later in this proposal.

Olympus provides administrative reports to the client that focus on project budgets and status. We currently include monthly status reports with our project invoices to the client that summarize the work performed during the billing period, the current amount billed, the cumulative amount billed, and the remaining budget.

The organizational chart (Figure 1) depicts the structure of our proposed project team. As shown on Figure 1, the team is led by our Project Manager Curt Serviss, P.G., located in our Helena office, who will be the primary point of contact with the client. Alan Stine, P.G., located in our Helena office, has over 20 years of professional experience in geology and he will be responsible for program quality assurance/quality control. Mr. Kevin Rauch, P.E., is Olympus's corporate health and safety officer and will oversee project health and safety issues. The remainder of the project team is organized under five functional groups that focus on engineering/geosciences, aerial photo interpretation/GIS, field services, heavy equipment operation and administrative support. These groups will work closely and use a team-oriented approach to address problems on a project-specific basis. The following is a basic description of each group's function:

- The engineering/geosciences group will primarily be responsible for completing site investigation/site characterization activities. They will also design remedial actions to address the relevant issues discovered during the site characterization process, and assist with obtaining the required permits.

- The field services group will work closely with the engineering/sciences group and will assist with field sampling, waste characterization, waste disposal, and other field-related activities. The field services group will operate heavy equipment and provide labor construction services.
- The air photo interpretation/GIS support group will provide support for site characterization, data compilation and map presentation.
- The administrative support group will be responsible for providing administrative and project management support, maintain project files, preparing monthly invoices and status reports.

4.1 STAFF QUALIFICATIONS

Resumes for the key personnel that would be involved with this contract and a Montana staff qualifications matrix are provided in [Appendix A](#). (Serviss, Rauch, Stine, LaRango, Peterson, Foley)

4.2 PROJECT QUALITY ASSURANCE

Olympus personnel working on environmental sampling projects follow Standard Operating Procedures developed by the company to ensure the collection of accurate and defensible data. The table of contents for our Standard Operating Procedures is provided in [Appendix B](#). For planning and implementation of environmental sampling programs including surface water and stream sediments, Olympus develops a Field Sampling Plan, Laboratory Analytical Plan and a Quality Assurance Project Plan. Depending on the scope of the project, these plans may be incorporated into a single document or are prepared as multiple documents for larger projects. Examples of these plans are provided in [Appendix C](#). Because of the size of the documents, one unbound, non-color copy is provided with the unbound original of this proposal. This will allow additional copies to be made by the review committee should it be deemed necessary.

4.3 SUPPORT SERVICES

Olympus will provide most of the technical expertise for the projects with our in-house staff. Subcontractors that will likely be used by Olympus on a project-specific basis include analytical laboratories and a Professional Licensed Surveyor. Olympus would utilize one or more of the analytical laboratories contracted by the State of Montana for this contract. Contract laboratory analytical costs would be billed directly to State of Montana. Olympus has the equipment (i.e., total station) and skills to do some surveying such as topographic mapping, construction staking, and detailed elevation surveys of monitoring wells. However, we are not a licensed professional land surveyor (PLS) and we do not have survey grade GPS capability. When these services are required, we subcontract that service. Should the need arise for the services of a Professional Licensed Surveyor or survey grade GPS, Olympus typically subcontracts with Thompson & Associates, LLC located in Butte, Montana. Olympus has experience with Thompson & Associates dating back to 1996. A resume for Brian Thompson is provided in [Appendix A](#).

4.4 SUPPORT EQUIPMENT

Olympus has a variety of support equipment for use in the office and the field. Our offices are equipped with computers with internet E-mail capability, printers, fax machines, photocopiers, and other miscellaneous office equipment. Our computer software packages include AutoCad Release 2002 and LT 2004 used to prepare maps and design drawings, Eaglepoint 2001 used for civil design work, ArcView 8.3 for GIS Mapping, Microsoft Office XP for word processing and spreadsheet applications, Microsoft Project for scheduling and project management, and Adobe Acrobat for efficient document presentation and transfer. The word processing and spreadsheet software have the capability of generating ASCII text or converting to a variety of other word processing file formats. The CAD software can also save to a variety of drawing formats including DWG, DXF, BMP and WMF. Drawings up to 11 inches by 17 inches, in color and black and white, are plotted in-house. Olympus has larger size drawings plotted at outside CAD plotting services in Helena.

Olympus has a selection of field support equipment that can be used as needed on projects. Field equipment common to this work that Olympus can supply includes:

- field vehicles (4 WD pickups)
- equipment for sampling soils, surface water, and ground water
- Garmin personal GPS units
- pH/specific conductivity/Eh meters
- dissolved oxygen meter
- photoionization detector (PID)
- flame ionization detector (FID)
- sampling pumps
- personal protective equipment
- Nikon DTM 520 total survey station
- backhoes for excavation
- 1,000 gallon vacuum-trailer
- backhoes and bobcat loader
- 10-CY dump truck
- Commercial rental access to other heavy equipment as needed, i.e. excavators, front-end loaders and dozers